

Original Title Page

HOLIDAY MOTOR COACH, LLC

NTA No. 1
CPCN No. 2193

Charter Service Tariff No. 1

Holiday Motor Coach, LLC

CPCN No. 2193

CHARTER SERVICE TARIFF NO. 1

**RULES, REGULATIONS, RATES AND CHARGES
FOR THE TRANSPORTATION OF PASSENGERS
AND THEIR BAGGAGE FOR CHARTER BUS SERVICE
WITHIN THE STATE OF NEVADA**

Issued:

Issued By:

Brian P. Lott, Owner
Holiday Motor Coach, LLC
155 West Imperial Avenue
Las Vegas, NV 89102

Effective:

ACCEPTED

DEC 16 2015

Nevada Transportation Authority
Las Vegas, Nevada

Charter Service Tariff No. 1

CHECKING SHEET FOR TARIFF:

Upon receipt of new or revised pages, a check mark must be placed opposite the Correction Number (shown below) corresponding to number shown in lower left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicate that a new or revised page has not yet been received, request should at once be made to the issuing carrier for a copy of the new or revised page.

CORRECTION NUMBERS:

01	07	13	19	25
02	08	14	20	26
03	09	15	21	27
04	10	16	22	28
05	11	17	23	29
06	12	18	24	30

EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS:

DBA Doing Business As	N	New
NV Nevada, State of Nevada	C	Change, Neither Increase nor Reduction
No Number	I	Increase
Nos Numbers	R	Reduction
NTA Nevada Transportation Authority	HMC	Holiday Motor Coach, LLC
PAX Passengers	Carrier	Holiday Motor Coach, LLC

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RULES AND REGULATIONS

Rule # 1: Application of Tariff

Regulations, rules, rates, and charges apply to the transportation of passengers and their baggage in the charter bus service, between points and places in Nevada.

Rule # 2: Baggage Liability

It is the responsibility of the customer to ensure all baggage has been loaded, unloaded, and properly handled, included items inside the motor coach. Carrier assumes no responsibility for any baggage, or for damage or loss to any customer item. Luggage will not be checked or searched by Carrier.

Based upon the available space on the motor coach, the customer will not be charged extra for their personal baggage, athletic equipment, musical equipment, and other personal or group items associated with the trip.

Restricted items include:

- Tools or any article with sharp edges
- Explosives, including fireworks
- Inflammable or liquids which could contaminate or be harmful to passengers or equipment

Rule # 3: Animals

Live animals are not permitted on the motor coach, including but not limited to dogs, cats, and caged animals, snakes, or rodents.

Exception: Service animals in the performance of their duty per ADA Guidelines.

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RULES AND REGULATIONS

Rule # 4: Carrier Liability

Carrier will not be held liable for delays caused by an Act of God, Public Enemies, Authority of Law, Quarantine, Riots, Strikes, Accidents, Breakdowns, Highway Conditions or any other condition beyond its control and does not guarantee arrival or departure time from any given point at any specified time. Carrier will do its utmost to maintain the schedule submitted by the customer but the same is not guaranteed. If any of these listed conditions, or any other conditions beyond the Carrier's control, make it inadvisable to operate the equipment from the point of origin or any point in route to destination, the Carrier shall not be liable or be caused to pay for delays or damages for any reason whatsoever.

Rule # 5: Objectionable People

Carrier and its employees will have the right to refuse transportation to any person at any time, even in route to destination. Driver or representative of Carrier may ask any person to disembark from motor coach at a DOT accepted drop location for objectionable behavior, including but not limited to, believed to be under the influence of alcohol, narcotics, or any drugs, or unruly behavior (when behavior of the individual is thought to be objectionable to other passengers or prospective passengers). This does not apply to people who become ill or incapacitated.

Rule # 6: Service Cancellation

Carrier will have the right to collect fees for service cancelled by the customer pursuant to Rule #11-H or #11-I (Charter Service Tariff No. 1, Page 5).

The Carrier reserves the right to cancel any service because of weather or other conditions such as road hazards caused by adverse weather conditions.

Rule # 7: Fair Minimum

A minimum of one (1) hour of fares must be paid to warrant service being offered.

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Rule # 8: Substitution of Equipment

Carrier may at their discretion substitute equipment when scheduled equipment is not available for any reason, mechanical issues, or the customer's passenger total has changed.

Rule # 9: Claims

A claim by a shipper or consignor against a common or contract motor carrier for lost or damaged freight or baggage must be submitted to the Carrier within 7 days after the loss or damage is discovered. Within 14 days after receipt of the claim, the Carrier shall:

- (a) Compensate the shipper or consignor; or
- (b) Deliver to the shipper or consignor a written denial of the claim.

A denial of a claim may be appealed by the shipper or consignor to the Authority.

Rule # 10: Smoking

Smoking will not be permitted in any of the Carrier's vehicles.

Rule # 11: Charges and Rates

- A. The charges herein are shown in dollars and cents and are payable in lawful United States currency.
- B. Charges for transportation include the service of the motor coach, fuel, and driver unless otherwise noted.
- C. Charges shown apply to charter trips over paved roads where the coaches can operate safely with undue wear and tear. If a chartering customer requires travel over dirt or gravel roads, excessively damaged roads, or other road conditions deemed to cause undue wear and tear, a damage

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RULES AND REGULATIONS

Rule # 11: Charges and Rates (Continued)

deposit of \$1,000.00 will be required. The damage deposit will be returned to customer if no damage to vehicle, and kept by the Carrier if there is damage (ie. flat tire, cracked windshield or window, paint chipped due to gravel hitting vehicle, etc).

D. Customer is responsible to pay the following:

- Driver gratuity
- Hotel accommodations for driver
- Parking fees
- Tolls
- Entrance fees to parks, amusement parks, airports, etc.

E. Charges are based on total number of coaches necessary to transport the customer.

F. Charges by the mile herein are applicable to deadhead miles (miles driven with no passengers in coach), waiting time, and live service (miles driven with passengers in coach) from the time the coach is dispatched until it returns to the point of dispatch.

G. Average of 250 miles per day or 10 hours (driving) apply to each day.

H. Cancellation of service 24 hours or less prior to departure will be charged 100%.

I. Cancellation of service between 1 – 5 days prior to departure will be charged a 20% fee.

J. Charges for transportation and other arrangements are due and payable as specified on each customer charter order.

K. Time Charges will be assessed for each 24 hour period computed from the time the coach is to be at the point of origin to the time the passengers depart, subject to a three (3) hour minimum charge.

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CHARTER SERVICE RATES AND CHARGES

Charges will be computed on the basis of either (1) Time Charges, or (2) Mileage Charges; whichever results in the greater charge shall apply.

(1) TIME CHARGES (Hourly, Minimum, Daily):

Deluxe Motor Coaches (48 – 56 Passenger Capacity)

\$400.00 Minimum Charge: Per coach for the first (3) three hours of service

\$100.00 Additional Hour(s): Per coach for each additional hour or fraction thereof over and above the Minimum Charge

\$1800.00 Daily Charge: Per coach for up to 12 hours on duty (10 hours drive time)

(2) MILEAGE CHARGES:

\$3.50 Live Mileage Charge: Per Mile

\$3.25 Deadhead Mileage Charge: Per Mile

DIESEL FUEL COST PRICE ADJUSTMENT ("SURCHARGE")

The Surcharge will be shown separately from the charter charge on Charter Invoice. The computation of Surcharges is described below:

1. The price per gallon of diesel fuel to be charged to the customer will be determined based on the price stated by the U.S. Department of Energy (DOE). This price will be obtained by calling the DOE Fuel Hotline at (202) 586-6966 or via the DOE website at www.eia.doe.gov, on the 25th day of each calendar month.

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DIESEL FUEL COST PRICE ADJUSTMENT ("SURCHARGE") (Continued)

- 2. If the 25th day of the month is a federal holiday, the price will be determined based on the DOE price available on the next subsequent business day.
- 3. The DOE fuel price obtained will be indexed based on the Surcharge Matrix set forth below. This will determine the Surcharge that will become applicable on the 1st day of the following month for all Charter Orders until the last day of that current month.
- 4. The resulting Surcharge is in addition to all other applicable transportation charges and will be applied to all customers on their Charter Invoice.

SURCHARGE MATRIX:

<u>Diesel Fuel Price</u>	<u>Surcharge %</u>
Below \$2.99	0.00%
\$3.00 - \$3.50	5.00%
\$3.51 - \$3.75	7.00%
\$3.76 - \$4.00	10.00%
\$4.01 - \$4.10	15.00%
\$4.11 - \$4.20	17.00%
\$4.21 - \$4.30	20.00%
\$4.31 - \$4.50	23.00%
\$4.51 and above	25.00%

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CHARTER SERVICE RATES AND CHARGES

EMERGENCY RESCUES, LAST MINUTE CHARTERS:

For customers that need transportation because their current carrier can no longer provide safe transportation, or for customers that call within 12 hours of departure time, Carrier will charge the greater of (1) Time or (2) Mileage Charges, plus 20%, and will also be subject to current Diesel Fuel Surcharges (See Charter Service Tariff No. 1, Page 7).

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